IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN AT JAIPUR BENCH, JAIPUR

S.B.CIVIL WRIT PETITION NO.3684/2000.

Smt.Shashi Kala Sharma. Vs. R.I.I.C.O. & Anr.

01.09.2006.

HON'BLE MR.JUSTICE DALIP SINGH

Mr.Anand Sharma, for the petitioner.
Mr.A.K.Sharma, for the respondents.

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In the writ petition, the petitioner has made following prayer :-

> "It is, therefore, prayed that the writ petition may kindly be allowed and the relevant record may kindly be called for and be perused if this Hon'ble Court so pleases and by issue of appropriate Writ, Order or Direction the demand notice dated 23.4.99 and order dated 25.6.97 may kindly be declared illegal, null & void and the same may kindly be quashed and set aside and the respondent Corporation may kidnly be directed to review the demand notic dated 23.4.99 in view of the rate prescribed in allotment letter dated 13.2.85 and may also be directed to charge the same rates which were agreed upon by the Petitioner in the terms of allotment letter dated 13.2.85."

In the reply, the respondents have taken an objection that dispute arises out of the lease agreement (Annexure-R/1) and the said agreement in clause 3(h) provides as under :-

> "(h) Every dispute, difference or questions touching or arising out or in respect of this Agreement or the subject matter thereof shall

> be referred to the sole arbitration to the Collector of the district wherein the leased plot is situated or any person appointed by him, the decision of such arbitrator shall be final and binding on the parties."

It is, therefore, submitted by the learned counsel for the respondent that the petitioner has an alternative remedy available under the terms of the agreement itself.

Having heard learned counsel for the parties, I am inclined to accept the preliminary objection raised by the learned counsel for the respondents. Learned counsel for the respondents submits that the petitioner may be permitted to raise the aforesaid dispute before the Arbitrator in terms of clause 3(h) of the lease agreement. The aforesaid prayer is allowed.

Consequently, this writ petition is dismissed, subject to the condition that the petitioner is permitted to raise the aforesaid dispute which has been raised in this writ petition before the Arbitrator in terms of clause 3(h) of the lease agreement. The stay application also stands dismissed.

(DALIP SINGH),J.

Solanki DS, Jr.P.A.